

Maryanne Corder Neighborhood Grant Application

Due Monday, April 22, 2019 at 5 pm—late or incomplete application will not be accepted.



Name of Association Alta Mira Neighborhood Association and Corona Del Sol Estates Association # of households 548 (365+183)

Project Goodwin Park Shade and Access Improvements location: Goodwin Park

Name of primary project contact:

Jacob Spencer

Email: [REDACTED] Phone: [REDACTED]

Address (& city/state/zip) [REDACTED], Tempe, AZ 85284

Name of authorizing individual (who can accept funds, sign contract - if different than above) Judy Tapscott

Address (& city/state/zip) [REDACTED], Tempe, AZ 85284

Email: [REDACTED] Phone: [REDACTED]

1. Project description: Brief description of your grant project.

We propose two Goodwin Park improvements. First, a shade is installed over an existing picnic table near the park playground. Second, a new sidewalk is added from the corner of Caroline Lane and La Vieve Lane to the basketball court in the park. This is a joint grant submission from both the Alta Mira and Corona Del Sol neighborhoods.

2. Project Budget

Expenses	Amount
One 20' x 20' x 10' cantilevered single-post shade with installation. Sales tax included.	\$ 10,947.56
	\$
	\$
Sidewalk installation and grade prep. Sales tax included.	\$ 10,650.00
	\$
Match (HOA and Crime Free Multi-family Housing properties only) 25% of project total	\$
TOTAL EXPENSES:	\$ 21,597.56

3. Maintenance: Describe specifically how the association intends to maintain the project - if funded.

There is nearly no maintenance for posts, canopies, and sidewalks. Because the grant is specifically to enhance and improve Goodwin Park, the City of Tempe will incorporate maintenance into its existing plan, investments, and maintenance of Tempe City Parks.

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4. Staff contacts Please check all staff that you have met with and/or contacted:

Neighborhood Services staff (circle at least one):

Laura Kajfez, Erin Kirkpatrick, Elizabeth Thomas, Shauna Warner

ADA Accessibility: Michele Stokes

Art: Rebecca Rothman

Landscape//Lighting/Walls: Steve Abrahamson

Parks/Playground: Dave McClure

Signs: Dean Miller

Traffic Calming: Steve Horstman

Water Conservation: Melissa Bomar

Other: _____

5. Narrative

Submit a narrative explaining what you hope to accomplish through this grant if approved and how the project meets the provided evaluation criteria.

Please see the narrative on the next page.

Mandatory attachments (all project types):

- **Bids**

- * Total project costs under \$5,000: attach a minimum of 2 bids for the work outlined in the grant, including sales tax. Bids must be from licensed, insured contractors. The amount requested must match a bid amount.
- * Total project costs over \$5,000: attach a minimum of 3 bids for the work outlined in the grant, including sales tax. Bids must be from licensed, insured contractors. The amount requested must match a bid amount.
- * If on city property, only one bid may be necessary if project is required to use city contractor.
- * Art projects on city property must use the pre-qualified public artist list. Projects on private property are also welcomed to use list.

- **Visuals**

Include current pictures of the project site and any other materials to illustrate what the completed project will look like.

- **Community Engagement**

Include copies of neighborhood meeting notices, postcards and/or newsletters demonstrating all residents were invited to participate.

- **Completed Preliminary Site Plan Review submittal form** (highlighted areas only)

Narrative

This is a joint grant submission from both the Alta Mira and Corona Del Sol neighborhoods.

We propose two improvements for Goodwin Park. First, a cantilevered shade over a picnic table near the park playground. Second, a new walkway connecting the corner of Caroline Lane and La Vieve Lane to the basketball court in the park.

The cantilevered shade benefits the community by offering a shaded place to sit and picnic during our hot and sunny springs, summers, and falls. While residents enjoy the recently installed playground shades, the park does not have any shaded picnic tables or adult sitting areas. The shades will be used by picnickers and by parents watching their children on the playground. These shades compliment the long term park plan by staying clear of any potential ramada sites for the 2022-23 park improvement. The shades are also a durable investment with a 10-year warranty on fabric and a 15-year warranty on steel. The shade posts will be installed outside of the existing concrete pad under the picnic table, preserving the existing clearance around the picnic table for ADA compliance.

The ADA-compliant walkway benefits the community by improving access to Goodwin Park. About half of the homes in Alta Mira approach the park from the north or east; this will improve stroller, wheelchair, and pedestrian access for them. Residents of Corona Del Sol, which does not have a neighborhood park, approach Goodwin Park from La Vieve Lane. The walkway also meets the “take care of what we have” priority listed in the Tempe Parks Plan by funneling stroller, bike, and pedestrian traffic onto a durable paved surface and off of the grass. Children traveling to the park by bike are often tempted to take the fastest route to the playground by cutting through the grass near the basketball court. This walkway also compliments the recently completed resurfacing of the basketball court per the Tempe Parks Plan. This walkway is a durable investment, imposing negligible maintenance costs for the city.

Evaluation Criteria

This proposal meets all evaluation criteria listed in the grant application packet.

Clear and detailed project description

The attachments provide a clear and detailed project description. Both improvements are shown in park plan markups, and pictures are provided showing the location of both the shades and the walkway. See the attached 5-page “Picnic Table Shade Visuals” and 4-page “Goodwin Park Entrance Overview” slides.

Four shade details are worth noting. First, a shop drawing from Shade-N-Net is included in the attachments. While this drawing is for a 16x16 foot shade, Shade-N-Net confirmed the only difference is in the horizontal shade dimension. Second, both candidate locations for the shade have a grill. The city has agreed to move the grill to avoid damaging the shade. See the emails in the attachments. Third, the city has ruled that no lighting will be required under the shade; see the emails in the

attachments. Fourth, the shade posts will be installed outside of the existing concrete pad under the picnic table, preserving the existing clearance around the picnic table for ADA compliance.

The length of the walkway was measured (5 ft x 200 ft), and the slope was confirmed to meet Tempe ADA standards with both topographic information from the city park plan and an amateur survey. See below for the required drawing with dimensions.

Engages the neighborhood in the creation and selection of the project

Neighborhood engagement was achieved in three stages. First, an initial set of ideas was proposed by the neighborhood association boards. Second, an initial survey of both neighborhoods was conducted to solicit more ideas, followed by a lively email list discussion. The invitation was sent to the email list of both neighborhoods, posted on the Alta Mira facebook group, posted on the Nextdoor.com group for the neighborhoods, and included in the postcard that went to all homes for the Spring neighborhood picnic. The grant committee then investigated all ideas for cost and feasibility. Finally, a final survey was sent out to both neighborhoods via both email lists and Nextdoor.com. The picnic table shades was the clear winner. The walkway tied with a bocce ball court for second place. Given the clear enthusiasm for several adult game features such as a bocce ball court, horseshoe pit, and volleyball court, the committee felt a long-term park layout should be created so that all of these options might be accommodated in the future. While the neighborhood committees will work to create such a plan over the next year, this year the walkway was selected for the grant.

Completeness of application - all elements present and appropriate staff discussions have taken place

All requested information has been provided, as evidenced by this and following checklists.

The grant committee has been in constant contact with Tempe City staff. Examples include:

- Met with Dave McClure at Goodwin Park on February 8 to discuss all of the options from the first survey. David provided volumes of feedback on which ideas were permissible and within the scope of the grant, details that would need to be addressed in the application, and suggested contractors to contact.
- The Goodwin Park Entrance slides were reviewed by Dave on April 11 before sending them out to contractors for bids.
- Dave reviewed a draft of this proposal on April 15.
- Numerous emails were exchanged with Shawn Daffara and Shauna Warner to clarify how to handle the possible need for lighting under the new picnic table shades.
- Michele Stokes was emailed a draft of this proposal on April 15 and asked if ADA issues were addressed satisfactorily. Michele raised several points of concern, all of which are addressed in this proposal.
- Shauna Warner in Neighborhood Services was emailed a draft of this on April 15.

Budget is clear and accurate

If this grant is partially funded, the shade cost is \$10,947.56. If this grant is fully funded, the total cost is \$21,597.56, well within the two-neighborhood funding limit.

Both the walkway quote from Desert Vista Concrete and the shade quote from Shade-N-Net are all-inclusive. Both include sales tax. The Shade-N-Net has sales tax as an explicit line, whereas Desert Vista Concrete verbally confirmed it is included in their quoted price. The Desert Vista Concrete quote covers all costs to install the sidewalk. According to the city, no permits or drawings are required; the city only inspects the forms before concrete is poured to ensure ADA compliance and no affect on turf irrigation. The Shade-N-Net quote is extremely explicit in the scope of work, listing equipment, installation, drawings, inspection, permit processing, and locating utilities. The Shade-N-Net salesperson confirmed that the \$1,650.00 “Engineering/Estimated Permit Processing Fees” line item includes the \$706.82 in Plan Review and Building Permit fees. See the attached emails for the fee amounts from Dave McClure.

Provides an environmental benefit, such as water and/or energy conservation, shade

The primary purpose of the shade structure is to provide shade, which is an environmental benefit.

Enhances the aesthetics of the neighborhood

The shade and walkway enhance the aesthetics by making Goodwin Park more welcoming and accessible. The color of the metal posts and shade fabric will exactly match the color of the existing shades, preserving the playground aesthetics.

Improves health and safety of residents

The walkway improves safety by allowing easy stroller and wheelchair access through the park. The shades improve health by adding adult seating area that is protected from the sun.

Addresses a known neighborhood deficiency

Both proposed improvements address a known Goodwin Park deficiency:

- 1) There are currently no shaded tables or adult seating areas in the park.
- 2) There is only one wheelchair and stroller access point to the park.

Complements other neighborhood projects (private or City)

The picnic table shade compliments a long-term plan to add shade to the park. It also avoids conflicting with that plan by staying clear of any candidate ramada locations.

The walkway compliments the just-completed resurfacing of the basketball court by allowing easier access to the court.

Ability to complete the project during the fiscal year

The sidewalk estimate is 2 days to complete. The picnic table shades are each a stand-alone piece of equipment; installation is not going to take very long.

Addresses how project will be maintained in the future

The city will assume the maintenance of the sidewalk and shade; see the emails in the attachments.

Mandatory Requirements for Park Improvements

All Mandatory Requirements for Park Improvements listed in the grant application packet are met by this proposal, as detailed below.

Must align with Tempe's Parks Plan

The picnic table shades compliment a long-term plan to add shade to the park. They also avoid conflicting with that plan by staying clear of any candidate ramada locations.

The walkway compliments the just-completed resurfacing of the basketball court by allowing easier access to the court.

Cannot obstruct pedestrian/ bike/ vehicle traffic

The shades are supported from a single pole off to the side of the table, so nothing obstructs the walkways through the playground.

The purpose of the walkway is to enhance pedestrian access.

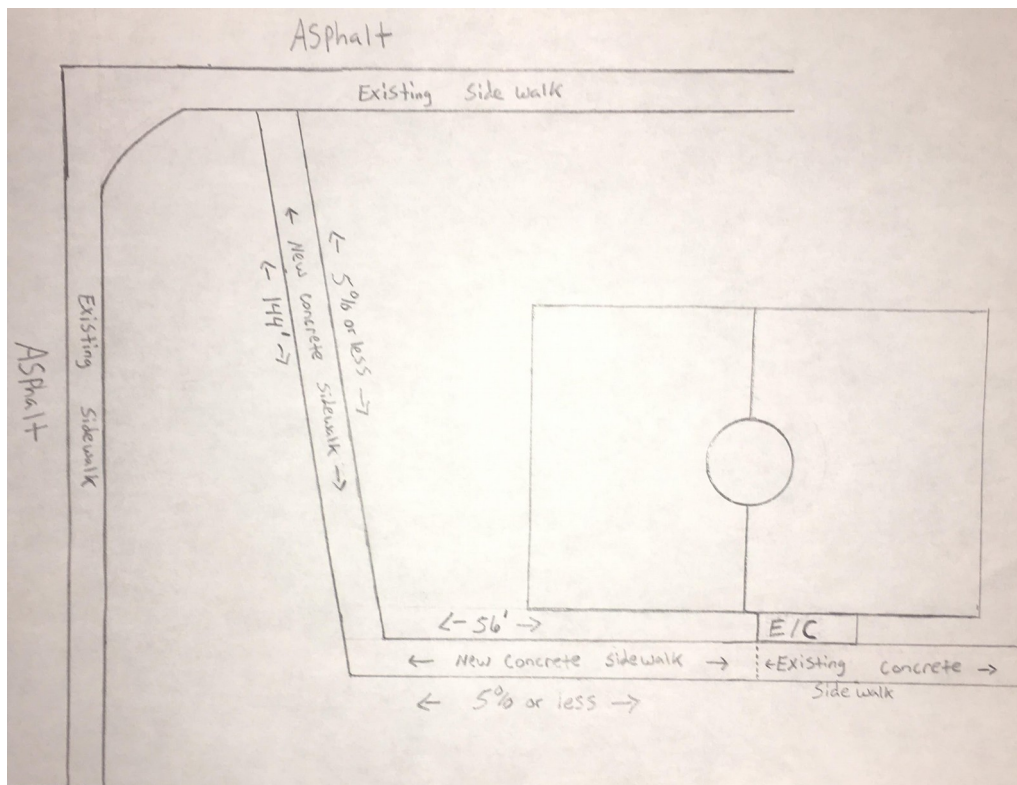
Plan must show dimensions on sidewalks, playgrounds, etc. as well as how the project accommodates ADA accessibility

Michelle Stokes was consulted via email to identify ADA issues and reviewed a draft of this grant application.

The only ADA compliance issue with the shades is wheelchair access clearance around the picnic table. Since the shade's horizontal dimensions (20 ft square) are a few inches larger than the concrete pad under the picnic table (19 ft 10 in square), the single support post will be installed just outside of the existing pad, preserving the clearance around the table, and therefore assuring ADA compliance.

The walkway complies with ADA by following a gentle slope into the park of less than 2 degrees. The dimensions of the sidewalk are 5 feet wide by 200 linear feet. Plans are shown in the attached "visuals" packets. Desert Vista Concrete verbally confirmed that they can lay out the new sidewalk with no cross-slope, no level change where the sidewalk meets existing features, and a 15 foot minimum turn radius to comply with ADA and to match the gentle turns in the existing park walkways. A ramp is present at the corner of La Vieve and Caroline, a few feet from where the new sidewalk meets the existing street sidewalk. The existing walkway does have one small 4 foot wide section, which is compliant for transit across the park.

The following drawing was submitted by Desert Vista Concrete to satisfy the requirement for dimensions.



Proposal costs should be all inclusive (design fees, fabrication, installation, engineering, barricading or other related expenses)

See the description under the heading “Budget is clear and accurate” above.

Mandatory Attachments

All mandatory attachments listed in the grant application packet are included.

Bids

Since Shade-N-Net is a required city contractor, only their bid is included for the shades.

Desert Vista Concrete was selected as the lowest compliant bid. Three bids are attached. A first bid from ELS for \$8,150.00 assumes a “Construction Manager” locates utilities and provides plans. The second, all-inclusive bid from ELS is \$16,450.00. The \$10,650.00 quote from Desert Vista Concrete is also all-inclusive. Note that the city only requires an inspection before pouring concrete, no permits or drawings are required. No-bid responses were received from two other contractors, shown below, which count toward the required 3 bids (see emails in the attachments). 12 other contractors were contracted but did not respond. Both the ELS and Desert Vista Concrete bids are compliant with all

requirements in the grant application packet: they are bonded, insured, promise ADA compliance, includes sales tax, and are all-inclusive.

Contractor	How found	Contact
ELS	City-recommended	Provided quotes
Desert Vista Concrete	AZ BBB website	Provided quote
Deca Specialties, Inc.	City-recommended	No bid (flat work only)
Somerset (Yellowstone Landscape)	City-recommended	No response to several calls and emails
RDM Concrete	AZ BBB website	Emailed; no response
Grigg Concrete LLC	AZ BBB website	No bid (to busy)
Concrete Services, Inc	AZ BBB website	Website contact form; no response
Miramar Design	AZ BBB website	emailed; no response
Alliance Concrete Construction, LLC	AZ BBB website	Website contact form; no response
San-Co Concrete, LLC	AZ BBB website	Website contact form; no response
J & M Landscaping Services	AZ BBB website	Website contact form; no response
Trocon	AZ BBB website	Website contact form; no response
AAA Landscape	City-recommended	emailed; no response
GCON	Neighbor referral	Called, website contact form; no response

No-bid responses:

From: <mike@decaspecialties.com>
 Date: Fri, Apr 12, 2019 at 9:36 AM
 Subject: RE: request for quote
 To: jacob spencer <[redacted]>

Good Morning Jacob.

I visited the park yesterday and this project has too much slope for me to provide a quote. I mostly do "flat work" concrete.

Very sorry for the time lost on this and good luck to you on it.

Sincerely,
 Mike S Mefford
 Deca Specialties, Inc.
 602.316.6779
 www.decaspecialties.com
 linkedin.com/in/mmefford
 ROC #314385

From: Russell Grigg <russellgrigg@griggconcrete.com>
 Date: Tue, Apr 16, 2019 at 10:31 AM
 Subject: Re: Quote request
 To: jacob spencer <[redacted]>

I am out of town on a job until July

Thanks

Russell Grigg
Grigg Concrete
602-318-6394
www.griggconcrete.com

Visuals

Five pages of visuals for the shades and four pages of visuals for the sidewalk are included in this proposal.

Community engagement

Emails and surveys are included.

Completed Preliminary Site Plan Review submittal form.

The completed Preliminary Site Plan Review submittal form is included in this proposal.

Attachments

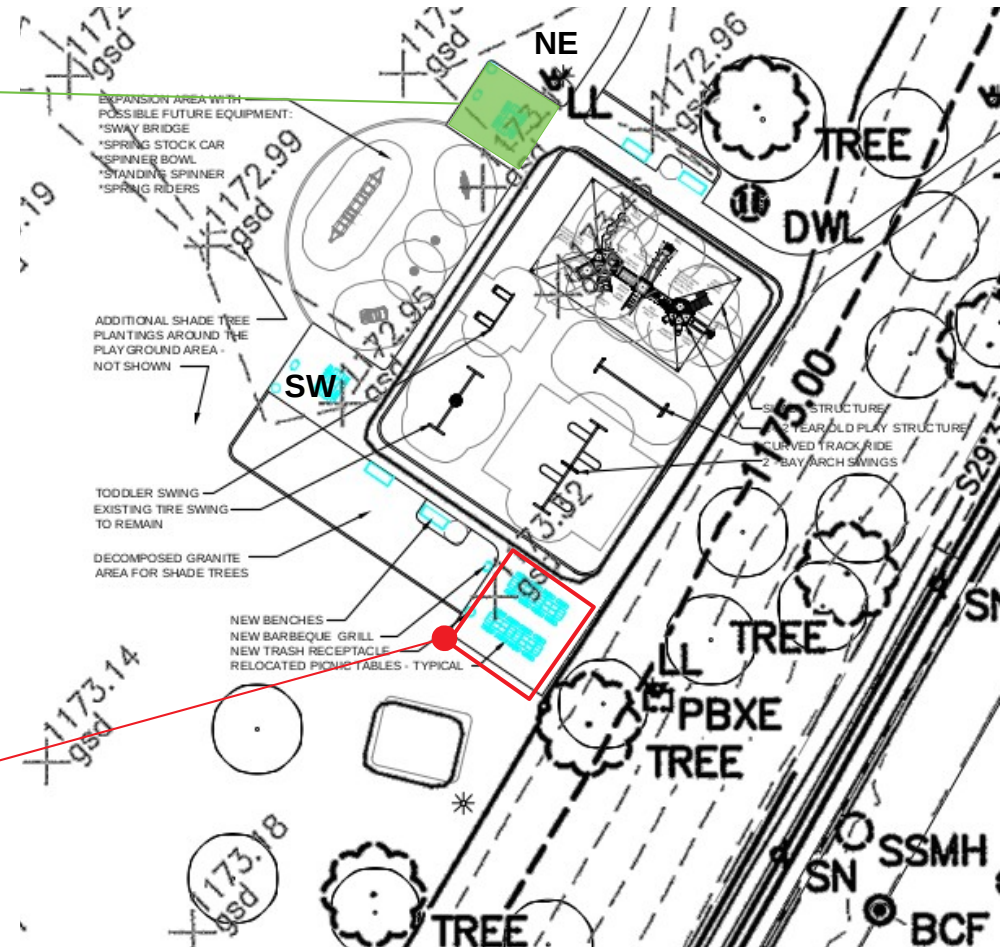
The following attachments are included:

1. Shade structure visuals, including park plans, pictures of similar shades, and park pictures showing the proposed shade locations: 5 pages
2. Sidewalk visuals. This packet was given to all contractors bidding and includes plans with dimensions, slope details for ADA compliance, and pictures of the park showing the proposed path: 4 pages
3. Quotes for the sidewalk: 7 pages
4. Detailed drawings of the proposed shades including installation details: 1 page
5. Quote for the shades: 8 pages
6. Completed Project Submittal Application, referred to in the grant application packet as the "Completed Preliminary Site Plan Review submittal form": 1 page
7. Evidence of discussions with Tempe city staff: 5 pages
8. Evidence of neighborhood involvement, including the information packet that was sent out with the survey: 11 pages

Picnic Table Shades Visuals

- Cover one picnic table with a shade, as shown by green square to the right.
- The shade is a 20 x 20 ft, 10 ft high, single post cantilevered umbrella.
- Shades are similar to those planned for Scudder park.
- Same manufacturer as other park shades; metal paint and fabric color will exactly match

The proposed new shades keep clear of this area, which is a good location for a ramada. The city is likely to install a ramada in 2022-23 as part of a planned park improvement.



Picnic Table Shade Visuals



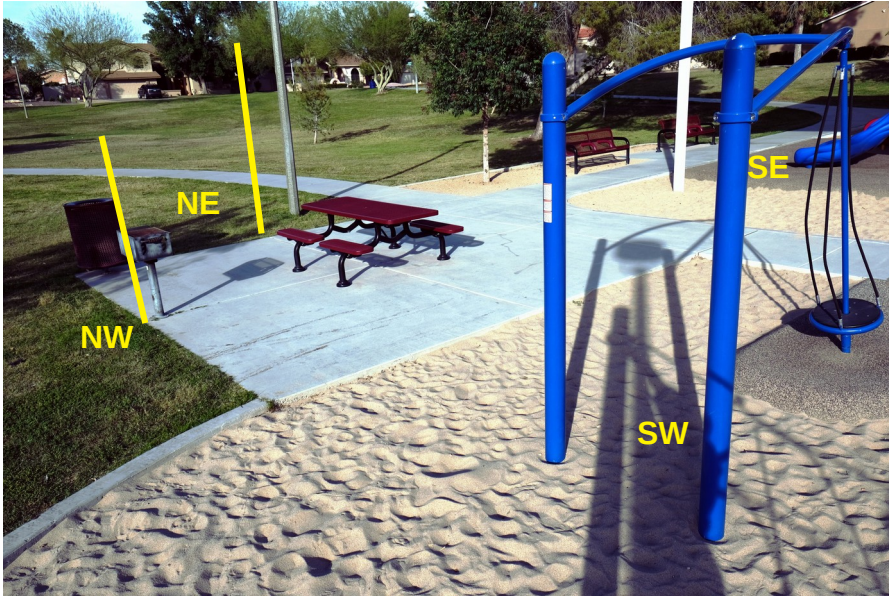
Location of shade in Goodwin Park.



Pictures of similar shades (these are smaller than the proposed shade)

Location of shade in Goodwin Park.

NE Table



Ideal single-post locations are shown by yellow lines. Don't put the post in the playground sand, which will block view of the playground from the table and also create a small injury potential. The city said they will move the grill; it is seldom-used and there are two other grills around the playground. Excluding the sidewalk, the cement pad is 19.5 x 19.5 ft. A 20x20 shade will fit this perfectly. A 16x16 shade won't be as effective in the afternoon when park use is heaviest. Posts must be located outside the existing concrete pad for ADA compliance in order to preserve wheelchair clearance around the table.

Shade Location Trade

Table	Post	Conclusion	Comments
NE	NE	Great	Close to lamp post
NE	NW	Great	No problems here.
NE	SE	Bad	Interferes with walkway
NE	SW	OK	In playground sand
SW	NE	Bad	Interferes with walkway
SW	NW	Good	No problems here – best location for this table
SW	SE	Bad	Interferes with walkway
SW	SW	Good	Close to tree, otherwise good

The tree to the SW is close to the cement pad. If the tree grows large, it might need to be pruned tightly. This is probably fine, but the other table doesn't have this issue.

Conclusion: The NE table is best. The best post locations are NE or NW of the table.

Shade Size Trade

The maximum grant amount allows either two 16x16 foot shades, or a single 20x20 foot shade.

Conclusion: A single 20x20 shade better serves residents.

Reasons one 20x20 ft shade is better:

- It provides 45 minutes more shade in the afternoon when park use is heaviest.
- Park features should be added with 20-30 year lifetimes in mind. It is better to have one shade that is larger than needed and perhaps add a second in a future grant (or city park improvement). We can't fix shades that are too small.
- If the two tables south of the playground are covered by a ramada in 2022, we might want to leave one table in the sun for cooler winter days.

Afternoon shade analysis

Shade Dimensions			When sunlight hits center of cement pad		
Vertical	Horizontal (center to edge)	Angle from horizon	March 20 Equinox	May 5 Cino de mayo	June 21 Solstice
10	10	45.0	14:44	15:31	15:51
10	9	48.0	14:24	15:16	15:37
10	8	51.3	13:58	14:59	15:21

Sun angles from
<https://www.esrl.noaa.gov/gmd/grad/solcalc/azel.html>

This shows a 20x20 shade provides 45 minutes more afternoon shade compared to a 16x16 shade.

Goodwin Park Entrance Overview

Request:

- Contractor to install new walkway in Goodwin Park in Tempe, AZ from E Caroline Ln (just SE of E La Vieve LN) to the basketball court in the park.
- No specific features are requested where the walkway meets the E Caroline Ln sidewalk.
- 15 ft min turn radius to match gentle curves in existing walkways (ADA requirement is 5 ft)
- Zero cross-slope (Tempe ADA max is 1.5 deg)
- No level change where new walkway meets existing features.

Grant bid requirements from the city:

- Contractor must be licensed and insured.
- Bid must state ADA compliance with details like slope, cross-slope.
- 5 ft width to match existing park walkway
- Show or describe plans with dimensions, or reference these mark-ups.
- Bid must be all-inclusive for the project and include:
 - Sales Tax
 - All materials and installation labor
 - Finding utilities, if applicable
 - Permitting and inspection costs. City says no permits required, but expecting some paperwork seems prudent. City will inspect forms for ADA compliance before pouring.



Proposed new walkway (red)

Existing walkway

Goodwin Park Entrance Plans

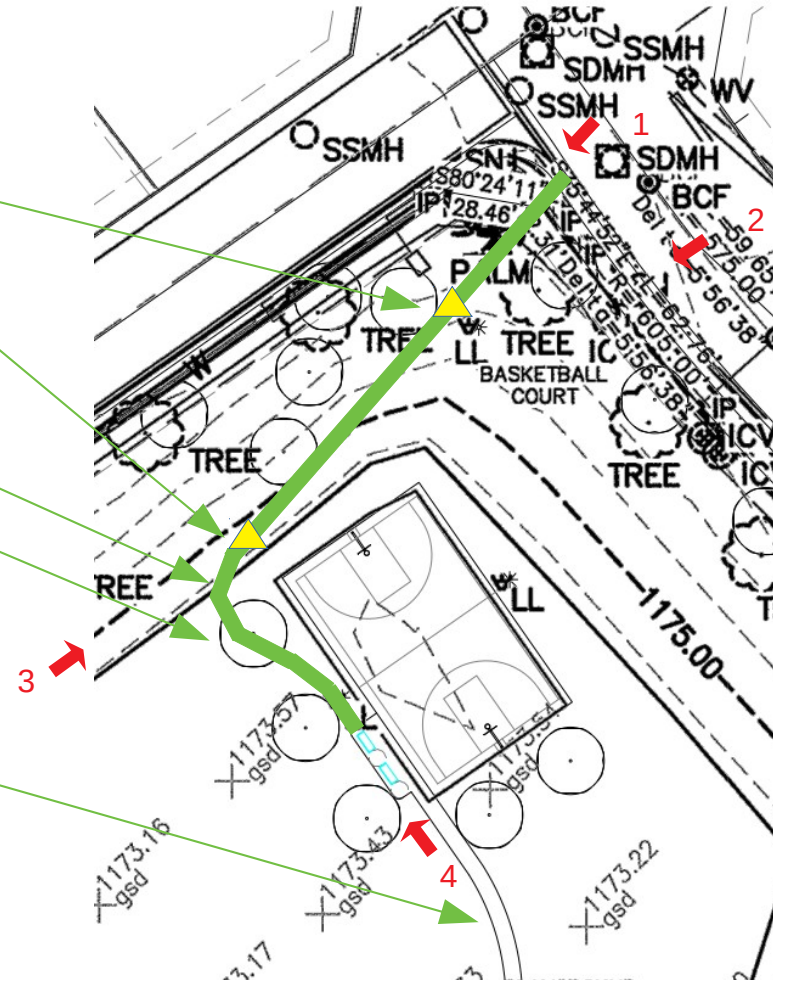
Maximum slope: 3 ft rise, 88 ft run between reference points (yellow triangles) is 1.95 deg. Tempe ADA standards: 4.5 deg slope, 1.5 deg cross-slope. Assume contractor will prep for near zero cross-slope. Quote must state ADA compliance.

Arc as needed to avoid sudden change of slope

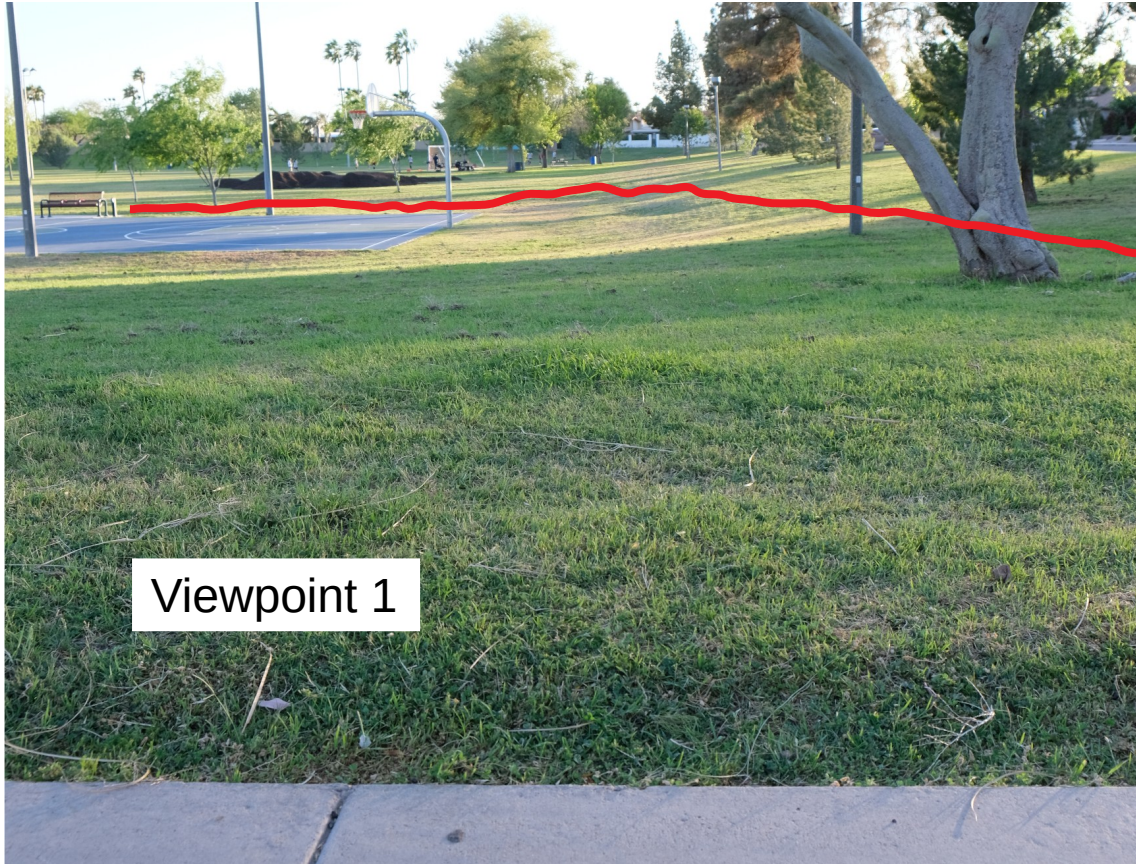
There is no tree here (it died). Might have to avoid irrigation.

Approx. 200 linear ft of new sidewalk
Match existing sidewalk width of 5 ft

← Red arrows indicate viewpoints of photographs in following two pages.



Goodwin Park Entrance Pictures



Viewpoint 1

There is a straight, gently sloping path for the proposed walkway with no obstacles.



Viewpoint 2

Goodwin Park Entrance Pictures



ELS Construction, Inc
3329 E. Southern Ave, Phoenix, AZ 85040
Phone: 602-243-1106 Fax: 602-268-5040

February 29, 2019

TO: JACOB SPENCER
~~jacobs@spencer.com~~

RE: CITY OF TEMPE GOODWIN PARK SIDEWALK

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the *Sidewalk at GOODWIN PARK* per plans, specifications, and pages two of this proposal, for the following price:

EIGHT THOUSAND ONE HUNDRED FIFTY DOLLARS: \$8,150.00 (sales tax included)

Bid Schedule

Furnish & Install 5' w Sidewalk (~370lf)	1850 sf	\$4.00	\$7,400.00
Grade Prep & Landscape Restoration	1 ls	\$750.00	\$750.00
Base Total			\$8,150.00

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

ELS CONSTRUCTION, INC.
John Lupoe, *John Lupoe*

Authorization to Proceed

Print Name

SIGNATURE & DATE

CITY OF TEMPE GOODWIN PARK SIDEWALK

BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax.
4. Excludes all specialty fees, ROW fees, permits, testing, bonds, and special wages.
5. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
6. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
7. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
8. Excludes demolition, or clearing and grubbing of existing vegetation.
9. Excludes salvage, repair, replacement, relocation, protection, and maintenance of existing material.
10. Construction Manager to incur cost of water and electrical usage during construction and maintenance periods.
11. No saw cutting of existing walls, walks, or roadways included.
12. No traffic control or barricades included.
13. Construction Manager to provide water source and water for construction.
14. Construction Manager to supply 3 full size sets and 1 CD of plans.
15. Includes one mobilization; any additional mobilizations may result in additional costs.
16. **Includes: Furnish & Installing 5ft wide 4" sidewalks for new concrete pavement entrance to City of Tempe Goodwin Park. Grade prep & restoration of disturbed landscaping.**
17. **Exclusions: Demo, concrete removal, water, site utilities, asphalt pavement, and any other hardscape or amenity items not listed as included.**
18. Other Exclusions: Special inspection, testing, and any other items not specifically identified as included in this proposal and attached bid schedule.
19. Bid is valid 60 days. Working days required to complete work 2.
20. **Note:** These notes are an integral part of this bid proposal and should be considered and included in any contract documents. Bid based on acceptance of all items. If individual items are accepted the cost may have to be adjusted. ELS Construction reserves the right to revisit the numbers and scope of work.

CITY OF TEMPE GOODWIN PARK SIDEWALK

BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Includes design, submittal & city review fees, inspection fees, blue staking, and construction permit.
4. Excludes all specialty fees, ROW fees, testing, bonds, and special wages.
5. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
6. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
7. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
8. Excludes demolition, or clearing and grubbing of existing vegetation.
9. Excludes salvage, repair, replacement, relocation, protection, and maintenance of existing material.
10. Construction Manager to incur cost of water and electrical usage during construction and maintenance periods.
11. No saw cutting of existing walls, walks, or roadways included.
12. No traffic control or barricades included.
13. Construction Manager to provide water source and water for construction.
14. Contractor to supply 3 full size sets of plans.
15. Includes one mobilization; any additional mobilizations may result in additional costs.
16. **Includes: Furnish & Installing 5ft wide 4" sidewalks for new concrete pavement entrance to City of Tempe Goodwin Park. Grade prep & restoration of disturbed landscaping. Sidewalk to be compliant with ADA requirements.**
17. **Exclusions: Demo, concrete removal, water, site utilities, asphalt pavement, and any other hardscape or amenity items not listed as included.**
18. Other Exclusions: Special inspection, testing, and any other items not specifically identified as included in this proposal and attached bid schedule.
19. Bid is valid 60 days. Working days required to complete work 2.
20. **Note:** These notes are an integral part of this bid proposal and should be considered and included in any contract documents. Bid based on acceptance of all items. If individual items are accepted the cost may have to be adjusted. ELS Construction reserves the right to revisit the numbers and scope of work.



PH: 602-376-0142
 ROC: 289922

Date: April 15, 2019
To:

Bid #: 19-294
Job Name: Goodwin Park
Location: 1835 E Caroline Ln,
City: Tempe AZ
Arch./Engr: na
Date of Plans: na
Soils Report: na

Attn: Jacob Spencer
Phone:

Concrete					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Excavate & Grading	1000.00	sf		Is
2	Form/Pour New 5' Sidewalk To ADA Standards	1000.00	sf		Is

A Concrete Pump Will Be Used To Insure That No Landscaping Is Damage During Construction By Concrete Trucks.

If Needed There Will Be A Additional \$1,000 For any Permits

Sub-total				\$	10,650.00
Sales Tax			0.000%	\$	-
Grand Total				\$	10,650.00

Special Conditions

1. *Concrete pricing is good for 90 days, after which price is subject to change. Desert Vista Concrete will not be held liable for any and all Concrete material increases.
2. *Add \$500.00 for each additional move-in.
3. *Adjustments of existing water lines and other utilities not included.
4. *Desert Vista Concrete will not gurantee flow on slopes less than 1%.
5. *All bids are based on water being available onsite for construction by others.
6. *Desert Vista Concrete will provide drawing
- 7 *Desert Vista Concrete will install the sidewalk with zero cross-slope.
- 8 *Desert Vista Concrete will can insure there is no level change where the new sidewalk meets both the street sidewalk and the existing w.
- 9 * Desert Vista Concrete Is bonded and insured.
- 10 * Desert Vista Concrete You can lay out the new sidewalk with a 15 ft min turn radius for both ADA compliance and to match the gentle c



PH: 602-376-0142
ROC: 289922

Date: April 15, 2019
To:

Bid #: 19-294
Job Name: Goodwin Park
Location: 1835 E Caroline Ln,
City: Tempe AZ
Arch./Engr: na
Date of Plans: na
Soils Report: na

Attn: Jacob Spencer
Phone:

Exclusions

1. *Excludes all sure charges, fee's, and costs due to street moratoriums.
2. *Excludes ABC under concrete unless specified in above bid.
3. *Excludes water meters -- to be provided by others.
4. *Excludes any and all demolition that isn't specifically listed.
5. *Excludes any and all landscape repaires after work is completed and backfill of all sidewalk.
6. *Excludes clean up of others work

We propose to furnish labor and materials to complete the items of work per the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. *All Quantities are estimated for cost comparison purposes.

This proposal may be withdrawn by Desert Vista Concrete if not accepted within thirty days.

If work is not started within 60 days of signed contracts prices are subject to adjustment for all items not completed by that date..

Applications for payment submitted by the end of the month are due and payable by the 15th of the following month (15 days). If payment is not received within forty-five (45) days after the application for payment has been submitted, Desert Vista Concrete has the right to stop work and terminate the contract and recover payment for all work executed to date, including reasonable overhead, profit and damages.

Your signature on a copy of this proposal returned to us shall indicate acceptance and this document shall become a contract between us and shall be binding on both parties. The above prices, specifications and conditions are satisfactory and are hereby accepted.

ACCEPTED BY: _____
Firm Name

SUBMITTED BY: _____
John Reinhart Desert Vista Concrete

By: _____

Date: _____



PH: 602-376-0142
ROC: 289922

Date: April 15, 2019
To:

Attn: Jacob Spencer
Phone:

Bid #: 19-294
Job Name: Goodwin Park
Location: 1835 E Caroline Ln,
City: Tempe AZ
Arch./Engr: na
Date of Plans: na
Soils Report: na

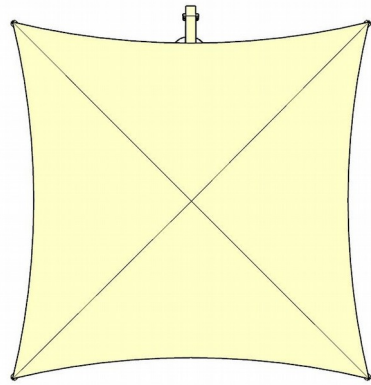
You can install the sidewalk with zero cross-slope.

* You can insure there is no level change where the new sidewalk meets both the street sidewalk and the existing walkway at the basketball court.

* You are bonded and insured.

* You can lay out the new sidewalk with a 15 ft min turn radius for both ADA compliance and to match the gentle curves in the existing park walkways.

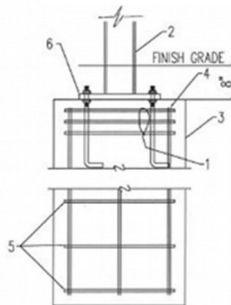
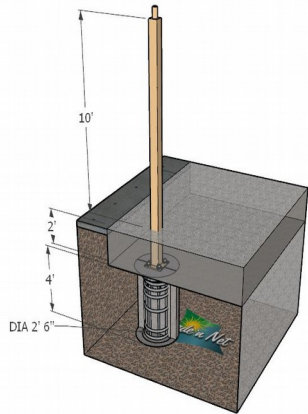
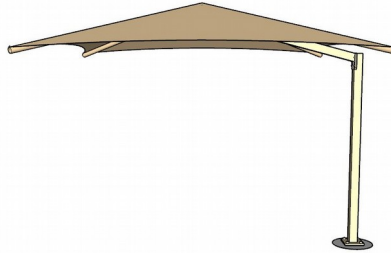
16



16



10



(3) ~ #4 IN TOP 5"
 TS 6" x 6" x 1/4" COLUMNS
 LINE OF FOOTING
 (8) #6 VERT SPACED
 EQUALLY
 #4 TIES @ 16" O.C. EA. WAY
 TOP AND BOTTOM
 BASE PLATE
 3 1/2" X .095
 RAFTERS/RIDGEBEAM
 30" X 36" EXTERIOR
 FOOTINGS
 30" X 48" INTERIOR
 COLUMNS

General Structural Notes

Apply unless otherwise noted on drawings.
In case of conflict, the greater requirement shall govern.

Code:

2006 International Building Code
ASCE 7-05

Soil Profile Type:

Soil Profile Type (Table 1804.2)
.....Class 4

Foundation:

Footing shall bear on firm, undisturbed soil at depth shown on details. Allowable soil bearing 1500 psf.

Reinforcing:

ASTM Standard A-615, Grade 60 U.N.O. On plans. CRSI and ACI Manuals Apply. Clear concrete coverage per details.

Concrete:

3000 PSI

Structural Steel:

ASTM Standard A-36 Except as follows:
Anchor Bolts Grade 1554-36 Galvanized
Bolts 18-8 Stainless Steel Pipe ~ ASTM A500 Grade B Allied Tube ~ A500

Stranded cable with zinc coating ~ Class A, minimum tensile strength equals 200 KSI

Welding:

Per American Welding Society Codes and recommendations
All welding shall be by certified welders
Welding electrodes shall be E70XX series
All welds shall be done in shop

Loads:

120 MPH wind exposure C
Wind: Windward 16 PSF
Leeward 12 PSF

Dead load 3 PSF

Live load 5 PSF per section
1607.11.2.4

This document contains confidential and trade secret information and is the property of Shade 'N Net of Arizona, Inc.. This drawing is submitted to the receiver in confidence, the receiver, by reception agrees that unless authorized in writing by Shade 'N Net of Arizona, Inc. shall not disclose to others either the document or the confidential or trade secret information shown herein.

Revisions

	Date	Description
	_____	_____
	_____	_____
△	_____	_____
△	_____	_____
	_____	(Cloud all revisions)
△	_____	_____
△	_____	_____

Issue for fabrication
Date _____

Job Name: Full Cantilever Umbrella
Sheet Number: 1 of 1

Checked By: HM
Drawn By: HM
Job Number:
Date: 4-8-19



Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchase Order #: Goodwin Park HOA Contact: Judy Tapscott Title:	City/District: Tempe, AZ Quote #: PO #:	Remit payment to Manufacturer: Shade 'N Net 5711 Washington Phoenix, AZ 85043
Sales Rep: JJ Morse	Phone: (480)435-8056	Email: JJ@shade-n-net.com
Billing Information	Shipping Information	Jobsite Information
Goodwin Park HOA		Goodwin Park
		Tempe, AZ
Phone: 480.350.5221	Contact:	Contact: Dave McClure
Fax:	Phone:	Phone: 480.245.8525
Email:	Fax:	Fax:
Dates:	Method for Completion:	Notes:
Proposal April 18, 2019	<input checked="" type="checkbox"/> Install	
Order Date:	<input type="checkbox"/> Ship	
Revised	<input type="checkbox"/> Deliver	

P R I C I N G

DESCRIPTION	PRICE
(1) 20'x 20' x 10' cantilevered single post umbrella utilizing 1 Column	\$ 5,700.00
Installation, footings, dirt haul, saw cuts	\$ 2,750.00
Engineered Drawings and Permit Processing and special Inspections	\$ 1,650.00

ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Installation	\$ 8,450.00	
	Locating utilities	\$ 300.00	
	Engineering/Estimated Permit Processing Fees	\$ 1,650.00	
	2- Handholes and grounding lugs	\$ N/A	
	Equipment Rental	\$ N/A	
PAYMENT TERMS:			
		(1) Upon execution of the Agreement (50% Deposit)	\$
		(2) Upon delivery of materials to the jobsite	\$ 0.00
		(3) Upon completion of installation	\$
		(4) Other :	

Subtotal		\$ 10,400.00	NOTES:
Sales Tax	5.265%	\$ 547.56	
TOTAL PRICE		\$ 10,947.56	

GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Com 95		YES	NO	
Fabric Color	TBD		X		Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	N/A		X		Concrete truck access
Entry Height	See Above		X		Other equipment access
Wind load	N/A			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing	N/A			X	Landscaping Repair
PRICING INCLUDES				X	Electrical hook-up
YES	NO			X	Trenching
X		Installation (based on a standard mobilization)		X	Site plan approval
	X	Shipping and Handling		X	Site survey
X		Sales Tax	X		Special inspection
X		Engineered Drawings		X	Permits
	X	Unforeseen underground obstacles		X	Soil tests
	X	Permit Fees		X	Barricades or Fencing
X		Permit Processing		X	Union wages / Prevailing wages
	X	Hand Holes for Electrical or Lighting Fixtures		X	Certified payroll
	X	Payment & Performance Bonds			Other :

**SITE PLAN & OTHER INSTALLATION DETAILS
(PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)**

GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.
- 3) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 4) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.
- 5) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

"The manufacturer's warranty for the Shade 'N Net brand structures is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.

- 6) Insurance Requirements:** Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.

Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 7) Lien Releases:** In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 8) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying** are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 9) Manufacturing & Delivery:** Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 10) Sail Structures:** *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials _____
- 11) Concealed Conditions/Hard Dig Circumstances** include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can

execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions is the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.

- 12) Site/Use Review by Purchaser/Collisions with Posts:** Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 13) Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by both the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.
- 14) Returned Orders, Deposits and/or Cancelled Orders:** Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 15) Installation/Assembly on-site:** Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.
- Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges. (b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable; (d) assumes all items in the work area will be moved prior to installers beginning any construction; (e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.
- 16) Access to jobsite:** Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net is also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have an representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.
- 17) Site Preparation:** Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.

- 18) Delegation to Subcontractors:** The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 19) Surcharges:** When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 20) Short Ship Claims:** Purchaser has 7 calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 21) Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 22) Force Majeur for Impracticability:** Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 23) Jurisdiction:** This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 24) Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 25) E-Verify Requirements:** To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).

When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency; (e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

- 26) Compliance with A.R.S. §35-391.06 and 35-393.06:** Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 27) Cancellation for Conflict of Interest:** This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- 28)** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 29) Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 30) Warranty Limitations of Liability:**
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.

- The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
 - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
 - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
 - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
 - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
 - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
 - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
 - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
 - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
 - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
 - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
 - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
 - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
 - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.

31) Warranty for Fabric:

- The fabric used carries a 10-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or significant discoloration. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years (i.e. 82%, 64%, 46%, 28%). If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
- The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
- Protective column pads are warranted for 1 year.
- This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

32) Warranty for Steel:

- The structural integrity of the steel is warranted for 15 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

33) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.

- Labor for the removal, assembly and/or freight of fabric with damage caused by thread, will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

PURCHASER:

FOR SHADE 'N NET:

Signature: _____

Signature: _____

Name: _____

Name: _____

Printed: _____

Printed: **JJ Morse**

Title: _____

Title: **Salesman**

Date: _____

Date: _____

**This document must be signed by both Purchaser and Shade 'N Net to be valid.

Discussions with Tempe City Staff

Some of the emails below have been reformatted for clarity. Please redact email addresses and phone numbers before posting this grant proposal publicly.

General advice from Dave McClure

From: jacob spencer <jacob.spencer@gmail.com>
Date: Wed, Apr 10, 2019 at 10:59 PM
Subject: Re: Corder Grant
To: McClure, Dave <David_McClure@tempe.gov>
Cc: Judy Tapscott <judy.tapscott@tempe.gov>

Dave:

Thank you again for the explanation. Here is a sketch I'm sending to the three candidate contractors in order to get more detailed plans and a quote claiming ADA compliance. Please let me know if you see any problems with it.

Jacob

From: McClure, Dave <David_McClure@tempe.gov>
Date: Thu, Apr 11, 2019 at 6:16 AM
Subject: RE: Corder Grant
To: jacob spencer <jacob.spencer@gmail.com>
Cc: Judy Tapscott <judy.tapscott@tempe.gov>

Good Morning Jacob,

Looks good!

Thank you for the drawing,

Dave McClure, PLA CPSI
Landscape Architect
Public Works/Field Operations/Parks
City of Tempe
55 South Priest Drive Tempe, AZ 85281
Direct: 480.350.5221
Cell: 480.245.8525
Fax: 480.350.8166

From: jacob spencer <jacob.spencer@gmail.com>
Sent: Friday, April 19, 2019 7:55 AM
To: McClure, Dave <David_McClure@tempe.gov>
Cc: Judy Tapscott <judy.tapscott@tempe.gov>, Warner, Shauna <shauna_warner@tempe.gov>
Subject: Re: Goodwin Park shade structure lighting

Moving the grill would be awesome. It is never used, and that would allow more shade coverage of the afternoon sun. How would I cost that in the grant?

From: McClure, Dave <David_McClure@tempe.gov>
Date: Fri, Apr 19, 2019 at 7:58 AM
Subject: RE: Goodwin Park shade structure lighting
To: jacob spencer <jacob.spencer@gmail.com>
Cc: Judy Tapscott <judy.tapscott@tempe.gov>, Warner, Shauna <shauna_warner@tempe.gov>

We can do that work internally at no additional cost.

From: McClure, Dave <David_McClure@tempe.gov>
Date: Mon, Apr 15, 2019 at 11:16 AM
Subject: RE: Corder Grant
To: jacob spencer <jacobspencer@gmail.com>
Cc: Judy Tapscott <judytapscott@gmail.com>

Hi Jacob,

You can try another landscape company such as AAA Landscape, but if you include the declined to bid email **we will count that as one of the three needed.**

Thank you,

Dave McClure, PLA CPSI
Landscape Architect
Public Works/Field Operations/Parks
City of Tempe
55 South Priest Drive Tempe, AZ 85281
Direct: 480.350.5221
Cell: 480.245.8525
Fax: 480.350.8166

Note that the \$706.82 in fees that Dave mentions is included in the \$1,650.00 "Engineering/Estimated Permit Processing Fees" line item in the Shade-N-Net quote, as verbally confirmed with the salesperson.

On Mar 19, 2019, at 6:21 AM, McClure, Dave <David_McClure@tempe.gov> wrote:

Good Morning Judy,

The plan submittal and permit fees are listed below for a shade structure under \$15,000

Plan Review Fee - \$278.44
Building Permit Fee - \$428.38

Please let me know if you need anything else.

Thank you,
Dave McClure, PLA CPSI

Landscape Architect
Public Works/Field Operations/Parks
City of Tempe
55 South Priest Drive Tempe, AZ 85281
Direct: 480.350.5221
Cell: 480.245.8525
Fax: 480.350.8166

Details on the 2022-23 Goodwin Park improvements

From: Hayton, Craig <craig_hayton@tempe.gov>
Date: Thu, Feb 7, 2019 at 8:34 AM
Subject: RE: Park Base Amenities
To: Judy Tapscott <judytapscott@gmail.com>
Cc: Kavita Bernstein <kavita.bernstein@tempe.gov>, jacob spencer <jacobspencer@gmail.com>, McClure, Dave <David_McClure@tempe.gov>

Hi, Judy,

Good to hear from you and thank you for your questions. We've made some minor modifications to the table below, based on addressing base amenity deficiencies in our first couple of parks. What I do not list in the bulleted section below remains the same as the table.

Goodwin Park is just over 7.5 acres.

Ramadas: 1 ramada approx. 20'x20'; can combine multiple ramadas for a larger one, multiple smaller, or a combination, based on park size and resident input.

0-1.99 acres: 0
2-5.99 acres: 1

6-11.99 acres: 2
12 or more acres: 3

Drinking fountains: 1 every 5 acres (this is a minimum and we could always add more, depending on the type and spacing of amenities in a park)

Trash/recycle containers: 1 every acre; because they are combination units, this seemed more reasonable; 3 per acre would be way too many, for example: Goodwin would require more than 20 combination units. Again, we can always add more, depending on the type/spacing of amenities in a park.

Currently, we are planning on making the rec value/base amenity additions to Goodwin Park in fiscal year 2022/23. This would include all rubber surfacing for the playground, first round of trees, ramada/s, trash/recycle containers and an additional drinking fountain. I think trash/recycling containers and drinking fountains are great grant options now. As you know, only year one of the five year CIP is approved, but we do plan out 5 years and identify projects on our Parks Plan (<https://www.tempe.gov/home/showdocument?id=69224>). Because the playground rubber surfacing and site furnishings are relatively minor in nature, we haven't published them on the Parks Plan.

Please feel free to coordinate with Dave McClure on any specific grant ideas and let me know if chatting this or any other park questions over coffee would be beneficial.

Thanks; Craig.

Lighting discussion

The city determined that no lights are needed under the proposed shade.

From: McClure, Dave <David_McClure@tempe.gov>
Date: Fri, Apr 19, 2019 at 7:04 AM
Subject: Goodwin Park shade structure lighting
To: Judy Tapscott <[REDACTED]>, jacob spencer <[REDACTED]>
([REDACTED])
Cc: Warner, Shauna <shauna_warner@tempe.gov>

Good Morning Judy and Jacob,

You can proceed with the grant application **without the lighting** for the two proposed shade structures.

Thank you,

David McClure, PLA CPSI
Landscape Architect
Public Works/Field Operations/Parks
City of Tempe
55 South Priest Drive Tempe, AZ 85281
Direct: 480.350.5221
Cell: 480.245.8525
Fax: 480.350.8166

Neighborhood Services Review

From: jacob spence <[REDACTED]>
Date: Sun, Apr 14, 2019 at 10:54 PM
Subject: Corder grant draft
To: <shauna_warner@tempe.gov>, Kajfez, Laura <Laura_Kajfez@tempe.gov>, <neighborhoods@tempe.gov>
Cc: Judy Tapscott <[REDACTED]>

Shauna and Laura:

The Corder grant application packet recommends engaging Neighborhood Services. Here is a link to a draft of our proposal: https://drive.google.com/file/d/1SB6p1egbIM9NGt_psa6rRxjuJk6h34Eh/view?usp=sharing. I would welcome any feedback or pointers.

Thanks,

Jacob

From: Neighborhoods <Neighborhoods@tempe.gov>
Date: Mon, Apr 15, 2019 at 11:22 AM
Subject: RE: Corder grant draft
To: jacob spencer <[REDACTED]>, Kajfez, Laura <Laura_Kajfez@tempe.gov>, Neighborhoods <Neighborhoods@tempe.gov>
Cc: Judy Tapscott <[REDACTED]>

Hi Jacob,

This looks great. [other topics removed]

Thanks,

Shauna

ADA Review with Michele Stokes

This was a long email chain, so it is not included for brevity. All of the issues raised by Michele have been addressed in this proposal.

From: jacob spencer <[REDACTED]>
Date: Sun, Apr 14, 2019 at 11:10 PM
Subject: Corder grant application and ADA compliance
To: <michele_stokes@tempe.gov>

Michele:

Alta Mira and Corona Del Sol Estates neighborhoods are proposing to add picnic table shades and a new sidewalk entrance to Goodwin park. I don't think the picnic table shades have any relevant ADA details, and the sidewalk has a slope of only 2 degrees, which meets the city's ADA requirements.

Here is a link to a draft of our proposal:

https://drive.google.com/file/d/1SB6p1egbIM9NGt_psa6rRxjuJk6h34Eh/view?usp=sharing. If you have a chance to review it, I would welcome your feedback on if we have adequately addressed all ADA issues.

Thanks,

Jacob

Maintenance discussion with Dave McClure

From: McClure, Dave <David_McClure@tempe.gov>
Date: Mon, Apr 15, 2019 at 10:03 AM
Subject: RE: maintenance and review
To: jacob spencer <[REDACTED]>
Cc: Judy Tapscott <[REDACTED]>

Good Morning Jacob,

The City of Tempe will be taking on the maintenance of the proposed shade structures and ADA sidewalk into the park.

[other topics removed]

Thank you,

Dave McClure, PLA CPSI
Landscape Architect
Public Works/Field Operations/Parks
City of Tempe
55 South Priest Drive Tempe, AZ 85281
Direct: 480.350.5221
Cell: 480.245.8525
Fax: 480.350.8166

Community Engagement

Some of the emails below have been reformatted for clarity. Please redact email addresses before posting this grant proposal publicly. Note that the Alta Mira email list has 335 members and is an effective way to contact most of the households in the neighborhood.

Initial survey to solicit ideas for the grant

The initial survey was open-ended to gather ideas for the grant. Ideas were discussed at both a Corona Del Sol Estates neighborhood meeting, a Alta Mira Steering Committee meeting on 2/1/2019, then more ideas were solicited from both neighborhoods on both the Alta Mira and Corona Del Sol Estates email lists, as well as posted on Nextdoor.com and the Alta Mira facebook group.

Below is a postcard for a Corona Del Sol Estates neighborhood meeting which included a discussion on grant topics.



Monday, Dec. 3 | 6:30 p.m.
AZ Community Church, 9325 S Rural Road, Room G1

AGENDA

- Wall Improvement Progress and future follow up
- 2019 Officer Elections
- Current Neighborhood Issues
- Local Police Update
- Discussion of 2019 grant project

Questions / info:

Mark Kaiser: [REDACTED]
Pamela Ihns: [REDACTED]

From: Kavita Bernstein <[REDACTED]>
Date: Tue, Feb 5, 2019 at 9:23 PM
Subject: [Alta Mira] Alta Mira - we need your ideas!
To: Alta Mira <alta-mira@googlegroups.com>

Dear Alta Mirans,

Each year, the City of Tempe, provides a neighborhood grant called the Maryanne Corder Grant. The goal of the grant is to improve the quality of Tempe neighborhoods. You can find out more information by clicking [here](#).

To prepare for our grant application, we would like to solicit your ideas for what we can improve in our neighborhood! What have you noticed in the neighborhood that needs improvement? Some ideas include:

- Climbing wall at the playground
- Walking path of decomposed granite around the park perimeter
- Second paved park entrance along Caroline (north side of the park)
- Art of the walls of the park
- Horseshoe pit

Please note that we are just in the idea stage so some ideas may not be feasible or affordable. However right now we are in the 'brain splat' phase so go for it. Send me your brain splat!

Please note - please be mindful of those on this listserv and do not reply all with your ideas/thoughts.

I will collect the ideas and work with Steering Committee members to determine what ideas are within the grant's focus and the funding amount. We will then send out a survey. The survey will elicit your vote! The idea with the most votes will then become the focus of our grant application.

Thank you for your time!

Warmly,
Kavita

From: Marni Anbar [mailto:marni@tempe.gov]
Date: Mon, Feb 18, 2019 at 8:59 AM
Subject: CDS + Alta Mira grant
To:

Greetings Neighbors,

Each year, the City of Tempe, provides a neighborhood grant called the Maryanne Corder Grant. The goal of the grant is to improve the quality of Tempe neighborhoods. You can find out more information by clicking [here](https://www.tempe.gov/government/community-development/neighborhood-services/neighborhood-grant-program): <https://www.tempe.gov/government/community-development/neighborhood-services/neighborhood-grant-program>

Alta Mira has invited our neighborhood to submit a joint grant application for Goodwin Park improvements. To prepare for our grant application, we would like to solicit your ideas (by this Thursday Feb 21) for what we can improve in the park. Some ideas include:

- * Climbing wall at the park playground
- * Second paved park entrance along Caroline (north side of the park)
- * Art of the walls of the park
- * Paint the walls of the park
- * Horseshoe pit
- * Bocce ball court
- * Cantilevered shades for picnic tables

Please note that we are just in the idea stage so some ideas may not be feasible or affordable. However right now we are in the 'brain splat' phase so go for it. Send me your brain splat!

Please note - please be mindful of those on this listserv and do not reply all with your ideas/thoughts.

We will collect the ideas and which ideas are within the grant's focus and the funding amount. We will then send out a survey. The survey will elicit your vote! The idea with the most votes will then become the focus of our grant application.

Thank you for your time!

Marni

Below is a picnic invitation postcard sent to all houses in Alta Mira inviting everyone to participate in the survey.



**Alta Mira
Neighborhood
Association**

SPRING POTLUCK PICNIC
SATURDAY, MARCH 2, 2019
5:00 - 8:00 PM - GOODWIN PARK

- weigh in on neighborhood grant project
- games - live music - 50:50 cash & gift raffle - visit from fire & police departments
- bring small bills for raffle tickets (1 ticket for \$2 -3 tickets for \$5) - a blanket or chair to sit on - a dish for your family & one to share

submit your ideas for a neighborhood grant alta-mira@googlegroups.com

more info: www.facebook.com/altamiratempa or email jacob.spencer@altamira.org

Initial survey results

From: Kavita Bernstein <kavita.bernstein@altamira.org>
 Date: Thu, Feb 7, 2019 at 8:54 AM
 Subject: Re: Meeting Dave
 To: Judy Tapscott <judytapscott@altamira.org>
 Cc: jacob spencer <jacob.spencer@altamira.org>

Here is where we are at so far. I know that we're not voting but I did tally up the number of folks indicating which ideas they liked so that we could get a possible sense of where the neighborhood might head. Keep in mind this tally includes if one resident said they like two ideas, or even three ideas.

Art for walls	6
Walking path	3
Climbing wall	4
Splash pad	1
Horseshoe pit	5
Perimeter wall/entrance areas	5
Fenced dog walk/play area	1
Additional picnic tables with shade	3
Bocce ball court	2
Sensory musical chimes/sensory equipment	1
Alternative paved entrances	1
Traffic light (Caroline & McClintock)	1

Final survey to choose grant topics

The final survey was announced on both the Alta Mira and Corona Del Sol Estates email lists, as well as posted on Nextdoor.com and the Alta Mira facebook group. The information packet that accompanied the survey is shown on the following 3 pages.

From: Marni Anbar <[REDACTED]>
Date: Sun, Mar 31, 2019 at 2:51 PM
Subject: Park Survey
To: Sol Estates Corona del <corona-del-sol-estates@googlegroups.com>

Greetings Neighbors,

Recall that we are partnering with our 'neighborhood neighbors' in Alta Mira for improvements to Goodwin Park. Please take a look at the links below re: priorities for the park and weigh-in with your vote on priorities by April 4th.

Thank you and don't be fooled tomorrow!!
Marni

Info packet: https://drive.google.com/file/d/1j_mn04TgmQguDAFuSMGCG1I8I9SyuMj8/view?usp=sharing

Survey: <https://docs.google.com/forms/d/1Z4D9wN9B0XjGFFZXI1qPIHJRn2AF5WSDzmvoZrjfnVU/edit>

This is the Alta Mira facebook group post announcing the survey:

Kavita Bernstein shared a link.
April 1 at 7:51 PM

Dear Alta Mira,

Thank you to everybody for voicing your thoughts about you would like to see as the focus of our grant application to City of Tempe. We collected the ideas, spoke with the City about the viability of each, looked at pricing to determine if they were within the award amount, reached out to Corona Del Sol neighborhood to see if they are interested in partnering on the grant (they are!) and now it is time to vote!

Please click below to find the survey to vote fo... [See More](#)

Neighborhood Grant Vote

Dear Alta Mira and Corona Del Sol Neighborhoods,

The opportunity to apply for City of Tempe's Marianne Corder Neighborhood Grant is upon us. The grant award is for \$20,000. Residents in both neighborhoods have generated five ideas that we could utilize as a focus for our grant proposal. Now it's time to cast your vote for what you think Alta Mira should focus our grant application on to the City of Tempe! Click below to pick the one item you would like to vote for.

Each individual in a household can submit a vote.

The survey closes April 4th.

Note - if you already voted by submitting your hand marked postcard to your neighborhood representative (Judy for Alta Mira), please do not vote here.

*** Required**

What should be the focus of the grant application? Select no more than two. *

New paved entrance to the park from the northern most corner, La Vieja and Caroline

DOCS.GOOGLE.COM

Neighborhood Grant Vote

Dear Alta Mira and Corona Del Sol Neighborhoods, The opportunity to...

2 1 Comment Seen by 57

This is the Corona Del Sol Nextdoor.com post announcing the survey:



(/profile/10744065/) Marni Anbar (/profile/10744065/), Corona del Sol

Goodwin Park Poll

(/news_feed/?post=107094300)

Greetings Neighbors, Recall that we are partnering with our ' neighborhood neighbors' in Alta Mira for improvements to Goodwin Park. Please take a look at the links below re: priorities for the park and weigh-in with your vote on priorities by April 4th. Thank you and don't be fooled tomorrow!! Marni Info packet: See more...

survey_slides.pdf

DRIVE.GOOGLE.COM

(<https://flask.nextdoor.com/ct/nM41f3EyVw97KkyAB7Kpl15UuDEvwm5YR9hPg9n...>)

Just now · Corona del Sol in General (/general/)

 Reply

From: Kavita Bernstein [REDACTED]
Date: Sun, Mar 31, 2019 at 8:04 PM
Subject: [Alta Mira] Neighborhood grant - Survey - click me!!
To: <alta-mira@googlegroups.com>
Cc: [REDACTED]

Dear Alta Mira,

Thank you to everybody for voicing your thoughts about you would like to see as the focus of our grant application to City of Tempe. We collected the ideas, spoke with the City about the viability of each, looked at pricing to determine if they were within the award amount, reached out to Corona Del Sol neighborhood to see if they are interested in partnering on the grant (they are!) and now it is time to vote!

Please click below to find the survey to vote for your final choice. What would you like to see improved upon in the park?

<https://docs.google.com/forms/d/1Z4D9wN9B0XjGFfZXIlqPIHJRn2AF5WSDzmvoZrjfnVU/edit>

For more information on the choices, please below.

https://drive.google.com/file/d/1j_mn04TGmQguDAFuSMGCG1I8I9SyuMj8/view?usp=sharing

Voting closes this Friday!

Many thanks to Jacob for spearheading this effort!

Best,
Alta Mira Steering Committee

Neighborhood Grant Vote

Dear Alta Mira and Corona Del Sol Neighborhoods,

The opportunity to apply for City of Tempe's Maryanne Corder Neighborhood Grant is upon us. The grant award is for \$30,000. Residents in both neighborhoods have generated five ideas that we could utilize as a focus for our grant proposal. Now it's time to cast your vote for what you think Alta Mira should focus our grant application on to the City of Tempe! Click below to pick the one item you would like to vote for.

Each individual in a household can submit a vote.

The survey closes April 4th.

Note - if you already voted by submitting your hand marked postcard to your neighborhood representative (Judy for Alta Mira), please do not vote here.

* Required

What should be the focus of the grant application? Select no more than two. *

- New paved entrance to the park from the northern most corner, La Vieve and Caroline
- Horseshoe pit
- Bocce ball court
- Climbing wall
- Shades over picnic tables
- Option 6
- Other:

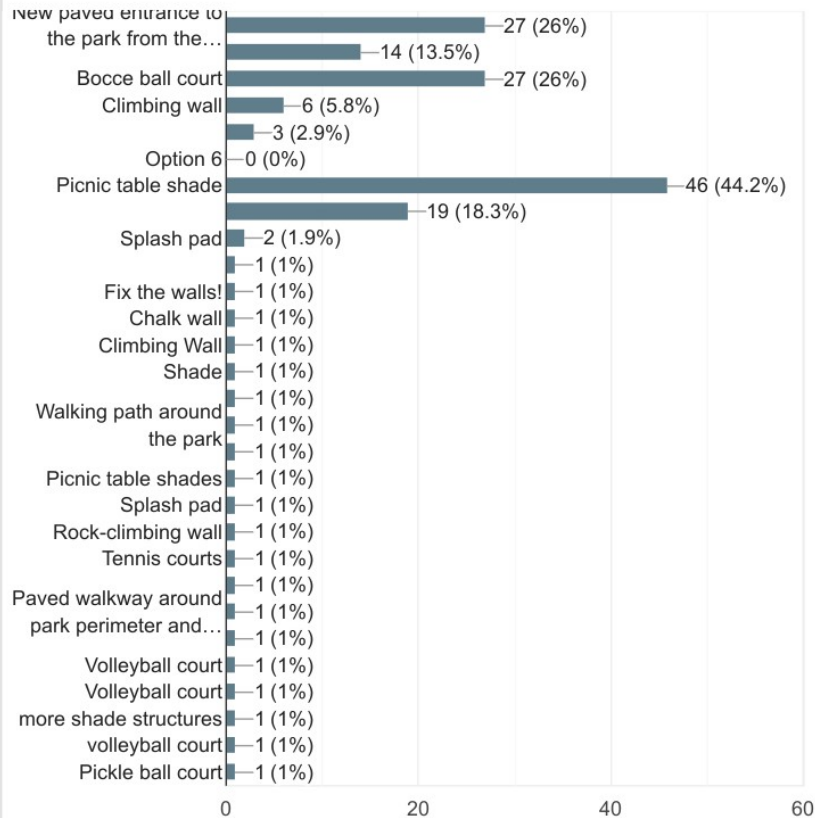
Final survey results

Neighborhood Grant Vote

104 responses

What should be the focus of the grant application? Select no more than two.

104 responses



Final Survey Information Packet (next 3 pages)

Grant Options

Alta Mira and Corona Del Sol Estates will be submitting a joint application this year. All ideas are Goodwin Park improvements. Because this doubles the funding cap, we will apply for the two ideas that get the most survey votes.

Grant candidates:

- 1) Climbing wall (Can't combine with shades due to cost)
- 2) Horseshoe pit
- 3) Bocce ball court
- 4) Shades over picnic tables (Can't combine with climbing wall due to cost)
- 5) New park entrance

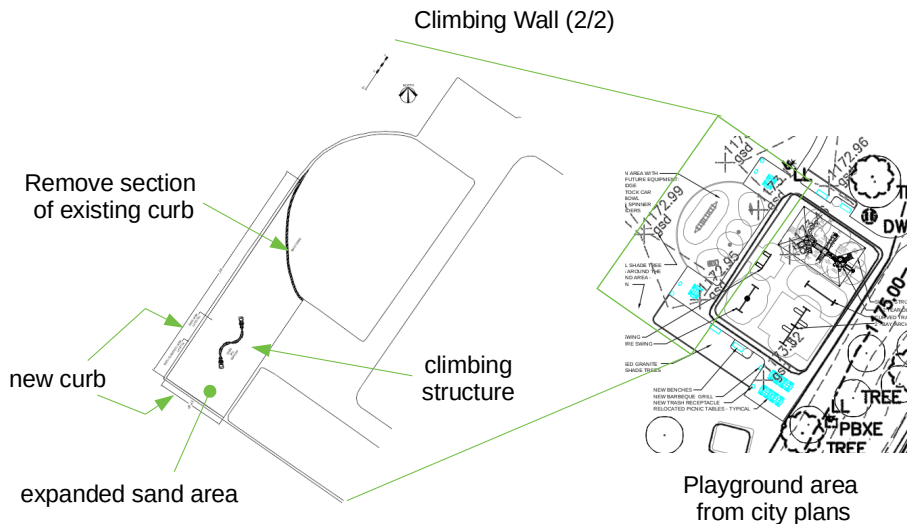
Ideas not included in the survey are explained at the end of this slide deck

Climbing Wall (1/2)

- Argument for this option is that the playground is geared toward younger kids. A climbing structure is for kids up to 12 years old, balancing the playground.
- Climbing structure is the Playworld "Around The Bend"
- More info at <https://playworld.com/products/around-bend>
- Cost is about \$18k, more than the \$15k per neighborhood limit. This requires a combined application with Corona Del Sol Estates.
- Cost includes: climbing structure, shipping, installation, expand the playground sand area (remove part of existing curb, install new curb, new sand). This is all included in a \$17k quote from Dave Beng Assoc, Playworld's local installer. An additional \$1k is expected for irrigation adjustments.
- No safety concerns from the city, which is backed by stats:
[https://www.cpsc.gov/53fs-public/Injuries and Investigated Deaths Associated with Playground Equipment 2009 to 2014_1.pdf](https://www.cpsc.gov/53fs-public/Injuries%20and%20Investigated%20Deaths%20Associated%20with%20Playground%20Equipment%202009%20to%202014_1.pdf)
- See next slide for playground expansion.

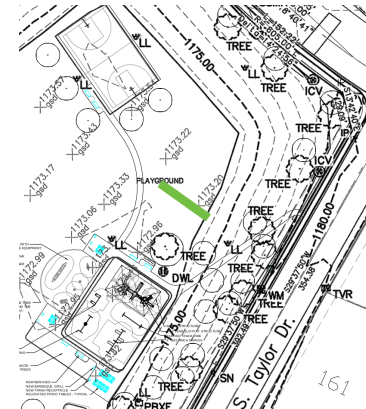


Climbing Wall (2/2)



Horseshoe Pit (1/2)

- Argument for this option is to add something to the park for adults.
- Installation will be a neighborhood weekend project; the grant will only be for materials
- Cost is expected to be less than \$500
- Materials needed: stakes, pit curb or walls, sand
- Horseshoe court is 48 x 6 ft, comprised of only one pit at each end. Each pit is 3 x 6 ft.
- Location is NE of the playground. See the green rectangle to the right.
- This area of the park is little-used and a safe distance from the playground.



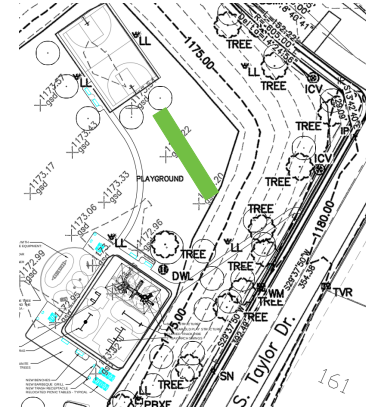
Horseshoe Pit (2/2)

- Horseshoe pit examples shows to the right.
- Candidate materials are railroad ties, treated lumber, and pavers.
- Examples of horseshoe courts are below; note only one court (two pits) is proposed for Goodwin Park.



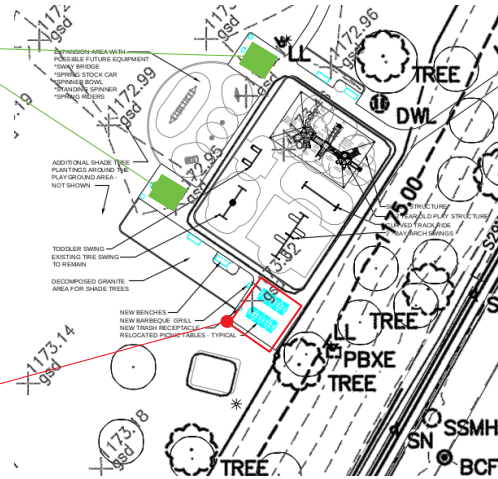
Bocce Ball Court

- Argument for this option is to add something to the park for adults.
- Bocce ball court is 91 x 13 ft. This requires a large, flat surface so professional installation will be needed, possibly with irrigation adjustments.
- No quotes requested but cost is expected to be well under the \$15k limit. Will pursue quotes if this option wins the survey vote.
- Location is NE of the playground. See the green rectangle to the right.



Picnic table shades (1/2)

- Cover two picnic tables with shades, as shown by green squares to the right.
- Each shade is a 16 x 16 ft, 10 ft high, single post cantilevered umbrella.
- Total cost comes in right at the \$15k grant limit.
- We don't think the city will require security lighting under the shades; lights would raise the cost over the limit. If the city requires lights, we could only afford one shade. The city requires 5 ft-candles of light.



The city is likely to install a ramada here in 2022 as part of a planned park improvement.

Picnic table shades (2/2)

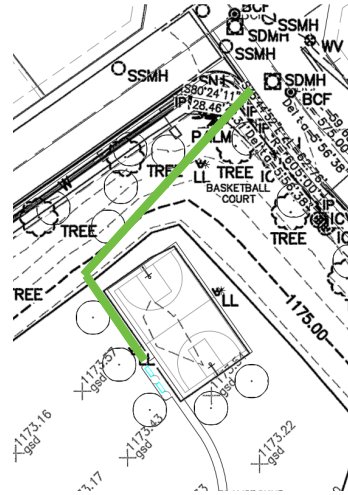
- Identical shades were purchased for Scudder park in a grant last year.
- See <https://www.tempe.gov/home/showdocument?id=71606>

Scudder Park proposed shade structures- cantilevered umbrellas



New entrance sidewalk

- Argument for this option is easier stroller, bike, and wheelchair access for those who live north and east of the park.
- Some Caroline residents expressed concern over increased parking and traffic.
- Quote from ELS Construction for \$8.1k



Ideas not in the survey

Idea	In Survey?	Notes
Walking path	No	Park improvements must comply with ADA. Tempe's current interpretation of ADA is that decomposed granite is not compliant, and a paved path is too expensive. 2022 park improvements will probably include a "landscape buffer", a gravel area around the walls. Once installed, this buffer could be used as an unofficial walking path and connected to sidewalks at either end of the wall.
Paint park walls	No	Do not have consent of all homeowners bordering the park. The wall is in need of repairs and the city has denied claims to repair. The cost of repairing the wall far exceeds the grant limit. Alta Mira previously applied for a grant to repair and paint the block wall along McClintock; this grant was denied.
Art on park walls	No	
Splash Pad	No	Not allowed since Goodwin is a retention basin (floods when it rains). Also, Kiwanis splash pad cost \$2M.
Soccer Goals	No	Already in the park
Volleyball Court	No	Cost is about \$40k, above the two-neighborhood limit.
Restroom	No	Too expensive
Dog area	No	Not eligible for grant. Goodwin park already has two dog waste stations. A walking path around the perimeter would be nice for dog-walkers, but see "Walking path" notes.